# State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States

> Vendor ID 0000292929 Enterprise Holdings Inc 1550 Rte 23 N Wayne NJ 07470 United States



Contract ID		Page
000000000000000000016365		1 of 5
Contract Dates		Origin
02/01/2010 to 02/01/2013		CPŠ
Description:		Contract Maximum
CPS-RENTAL VEHICLES		\$9,999,999.00
Buyer Name	Buyer Phone	Contract Status
Smith.Steven D	828-4681	Approved

Phone #: 503/612-8195

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	CARS, VANS AND TRUCKS FOR USE BY STATE EMPLOYEES WHEN TRAVELING ON OFFICIAL STATE BUSINESS.	EA	0.01000	0.00	0.00

RENTAL VEHICLE PRICING FOR ENTERPRISE AND NATIONAL

THE FOLLOWING RATES APPLY TO ALL RENTALS

ECONOMY/COMPACT DAILY RATE: \$29.73 WEEKLY RATE: \$148.65 MONTHLY RATE: \$594.60

INTERMEDIATE/STANDARD DAILY RATE: \$31.33 WEEKLY RATE: \$156.65 MONTHLY RATE: \$626.60

**FULL SIZE** 

DAILY RATE: \$34.34 WEEKLY RATE: \$171.70 MONTHLY RATE: \$686.80

PREMIUM/LUXURY DAILY RATE: \$55.00 WEEKLY RATE: \$275.00 MONTHLY RATE: \$1,100.00

**HYBRID** 

DAILY RATE: \$45.00 WEEKLY RATE: \$225.00 MONTHLY RATE: \$900.00

MINI VAN

DAILY RATE: \$49.00 WEEKLY RATE: \$245.00 MONTHLY RATE: \$980.00

MEDIUM SUV DAILY RATE: \$50.00 WEEKLY RATE: \$250.00 MONTHLY RATE: \$1,000.00

LARGE SUV

DAILY RATE: \$79.00 WEEKLY RATE: \$395.00 MONTHLY RATE: \$1,580.00

SMALL PICKUP DAILY RATE: \$45.00 WEEKLY RATE: \$225.00 MONTHLY RATE: \$900.00

HALF TON PICK UP DAILY RATE: \$49.00 WEEKLY RATE: \$245.00 MONTHLY RATE: \$980.0

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12 PASSENGER VAN DAILY RATE: \$94.00 WEEKLY RATE: \$470.00 MONTHLY RATE: \$1,880.00

GEOGRAPHIC SURCHARGES:

CALIFORNIA: LOS ANGELES METRO, SAN DIEGO METRO, SAN FRANCISCO METRO, OAKLAND METRO, SACRAMENTO METRO, RIVERSIDE METRO. SAN BERNARDINO METRO - \$6.00

TEXAS: MIDLAND METRO, LUBBOCK METRO, AUSTIN METRO, COLLEGE STATION METRO, HOUSTON METRO, DALLAS/FT WORTH METRO, SAN ANTONIO METRO, BROWNSVILLE/CORPUS CHRISTI METRO - \$6.00

VERMONT: BURLINGTON METRO - \$7.00

NEW YORK: ALBANY METRO - \$7.00

ALASKA: FAIRBANKS, ANCHORAGE, JUNEAU - \$10.00

NEW YORK: LONG ISLAND METRO, WESTCHESTER METRO, NEWARK METRO - \$15.00

NEW YORK: NEW YORK CITY METRO - \$23.00

**DETAILED REQUIREMENTS:** 

ALL VEHICLES RENTED TO THE STATE MUST BE IN GOOD MECHANICAL CONDITION, HAVE TIRES THAT WILL MEET VERMONT INSPECTION STANDARDS AND HAVE CURRENT REGISTRATIONS, INSURANCE CARDS AND A FULL TANK OF FUEL. VEHICLES MUST BE EQUIPPED WITH TIRES APPROPRIATE FOR THE SEASON IN WHICH THEY ARE RENTED.

ALL RENTALS AND CANCELLATIONS OF VEHICLES WILL BE MADE BY THE INDIVIDUAL EMPLOYEE

ALL RENTAL VEHICLES SHALL INCLUDE UNLIMITED MILEAGE.

CONTRACTOR SHALL AFFORD LIABILITY COVERAGE FOR OPERATORS UNDER THIS CONTRACT WITH LIMITS NOT LESS THAN \$1,000,000 CSL AND AUTO PHYSICAL DAMAGE (COMPREHENSIVE AND COLLISION) WITH NO DEDUCTIBLE FOR NO ADDITIONAL CHARGE.

EMERGENCY ROAD SERVICES DURING THE RENTAL PERIOD ARE INCLUDED. PRICING IS INCLUDED IN LINE ITEM 2 OF THIS CONTRACT. IMMEDIATE ACTION TO REMEDY THE PROBLEM MUST OCCUR AND/OR A REPLACEMENT VEHICLE MUST BE PROVIDED.

PAYMENTS FOR RENTALS MAY BE MADE ON A STATE OF VERMONT VISA CARD AT THE TIME THE VEHICLE IS RETURNED OR THE DEPARTMENT CAN SET UP A DIRECT BILLING APPLICATION WITH THE CONTRACTOR FOR RENTALS ORIGINATING WITHIN VERMONT. A RECEIPT DETAILING THE ACTUAL COST CHARGED TO THE VISA CARD MUST BE PROVIDED AT THE TIME THE CARD IS CHARGED. PERSONAL CREDIT CARDS WILL NOT BE REQUIRED FROM STATE EMPLOYEES WHEN RENTING VEHICLES FOR OFFICIAL STATE BUSINESS AND IF THE RENTAL ORIGINATES WITHIN THE STATE OF VERMONT. FOR OUT OF STATE RENTALS, A CREDIT CARD WILL BE REQUIRED AS THE FORM OF PAYMENT.

ALL VEHICLES WILL BE PROVIDED WITH A FULL TANK OF FUEL. IF A STATE EMPLOYEE DOES NOT RETURN THE VEHICLE WITH A FULL TANK OF FUEL THE RENTAL COMPANY WILL FILL THE VEHICLE AND INVOICE THE DEPARTMENT FOR THE MISSING FUEL AT THE AVERAGE RETAIL COST OF FUEL FOR THE MARKET AT THE RETURN LOCATION. THE FUEL CHARGE WILL APPEAR AS A LINE ITEM ON THE RENTAL INVOICE. THE EMPLOYEE'S FULL NAME AND DATE OF TRAVEL MUST BE INCLUDED ON THE INVOICE.

VEHICLES SHALL BE STANDARD CURRENT MODEL YEAR, IF AVAILABLE, BUT MUST NOT BE MORE THAN THREE YEARS OLD (AS MEASURED FROM THE DATE OF MANUFACTURER). ALL VEHICLES SHALL BE MAINTAINED ACCORDING TO THE MANUFACTURER MAINTENANCE SCHEDULE. INTERIOR AND EXTERIOR OF VEHICLE SHALL BE CLEAN. ALL VEHICLES MUST COMPLY WITH ALL APPLICABLE FEDERAL AND STATE MOTOR VEHICLE, OSHA AND ICC REGULATIONS IN FORCE AT THE TIME OF RENTAL. ALL APPLICABLE GUARDS, WARNINGS AND WARNING LABELS REQUIRED BY LAW MUST BE COMPLIED WITH ACCORDINGLY.

RESERVATION POLICY: CONTRACTOR SHALL HAVE ON-LINE RESERVATION VIA THE INTERNET CAPABILITIES. CONTRACTOR MUST PROVIDE LOCAL TOLL-FREE TELEPHONE AND FAX NUMBERS. CONTRACTOR SHALL ALSO ACCEPT RESERVATIONS AT BRANCH LOCATIONS

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000000000000000000016365		3 of 5
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VIA WALK-IN OR LOCAL TELEPHONE NUMBER.

CONTRACTOR SHALL ACCEPT RESERVATIONS MADE AT LEAST 24 HOURS IN ADVANCE ON LOCAL RENTALS AND SEVEN (7) CALENDAR DAYS IN ADVANCE ON ONE WAY RENTALS, MINI VANS, LARGE SUVS AND 12 PASSENGER VANS.

VEHICLES ARE ONLY TO BE CONFIRMED BY THE CONTRACTOR IF THEY ARE AVAILABLE. EMPLOYEES WILL NOT BE EXPECTED TO WAIT MORE THAN TEN MINUTES FROM THE SCHEDULED PICK UP TIME FOR A VEHICLE.

IF A RESERVED VEHICLE IS NOT AVAILABLE AT TIME OF PICKUP BY THE TRAVELER, CONTRACTOR SHALL SUBSTITUTE A VEHICLE OF SIMILAR OR GREATER QUALITY AT NO ADDITIONAL COST. CONTRACTOR SHALL NOTE ON THE INVOICE THAT A VEHICLE OF SAME OR GREATER QUALITY WAS SUBSTITUTED AT SAME OR LOWER PRICE.

RESERVED VEHICLE WILL BE HELD FOR THREE (3) HOURS AFTER THE TRAVELER'S ESTIMATED TIME OF ARRIVAL PRIOR TO RELEASE. IN NO SITUATION SHALL THE STATE, PARTICIPANT OR TRAVELER BE LIABLE FOR PAYMENT OF 'NO SHOWS'.

NO SMOKING IS ALLOWED IN THE RENTAL VEHICLES. CONTRACTOR MAY REASONABLY CHARGE PARTICIPANT FOR ANY SMOKING DAMAGE: CAUSED BY TRAVELER OR TRAVELER'S PASSENGERS IN THE VEHICLE WHILE IN TRAVELER'S POSSESSION.

2 OTHER CHARGES EA 0.01000 0.00 0.00

**ROADSIDE ASSISTANCE FEE:** 

LOST KEY: VARIES BY MAKE/MODELS. INCLUDES REPLACEMENT KEYS, LOCKS AND TRANSPONDER.

LOCKOUT: \$61.00

FUEL: \$61.00 TIRES: \$61.00

JUMP START: 61.00

GPS RENTAL: \$11.95/DAY

ONE WAY DAILY DIFFERENTIAL FEE: \$65.00 PER DAY FOR ALL 1 WAY RENTALS OVER 500 MILES.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #16365 (THIS "CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA, PARAGRAPH 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT FOR VEHICLE RENTAL SERVICES #9950 WITH ENTERPRISE HOLDINGS. THE CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL 102-1524-09 FOR NATIONWIDE VEHICLE RENTAL SERVICES ISSUED JUNE 3, 2009 BY THE STATE OF OREGON ON BEHALF OF WSCA AND THE RESULTING MASTER PRICE AGREEMENT #9950 EFFECTIVE OCTOBER 19, 2009. THIS CONTRACT INCORPORATES THE SERVICES AND PRICING OF THE PRICE AGREEMENT AND ALL TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #16365, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

TAX EXEMPTION: UNDER THIS CONTRACT, ENTERPRISE HOLDINGS WILL WAIVE ALL TAXES THAT THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE FOR.

ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE PRICE AGREEMENT, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

(A) THIS CONTRACT #16365

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000000000000000000016365		4 of 5
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(B) THE PARTICIPATING ADDENDUM

(B) THE MASTER PRICE AGREEMENT #9950, INCLUDING

(C) THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS.

SCOPE OF CONTRACT: TO PROVIDE RENTAL VEHICLES FOR USE BY STATE EMPLOYEES WHEN TRAVELING ON OFFICIAL STATE BUSINESS

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR SEVEN (7) ADDITIONAL ONE YEAR TERMS UNDER MUTUTAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE. UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

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REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

THE CONTRACTOR WILL ESTABLISH A VERMONT CONTRACT PAGE ON ITS WEB SITE ON WHICH WILL APPEAR THE MOST UP TO DATE PRODUCT PRICING AND OTHER RELEVANT CONTRACT INFORMATION, AS WELL AS LINKS TO PRODUCT INFORMATION.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STEVE SMITH PURCHASING AGENT 802-828-4681 FAX 802-828-2222 steven.smith@state.vt.us

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: